

CONTRACT PERIOD THROUGH JULY 31, 2003

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **TREE SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 26, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Clerk of the Board
Sharon Tohtsoni, Materials Management
Jim Baker, Transportation
Steve Varscsak, Facilities Management

(Please remove Serial 97010-SC from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: TREE SERVICES**1.0 INTENT:**

The intent for this Invitation For Bids is to establish a contract to provide for the care and maintenance of all types of trees as specified, including, but not limited to: arborist services, trimming, pruning,, treatment, guying, technical information for esthetics, removal, and new planting. Types of trees covered under this contract, but not limited to are; palm, bottle, mesquite, eucalyptus, palo verde, pine, elm, citrus, etc. The services may be on a schedule or as requested, depending on departmental needs.

2.0 TECHNICAL SPECIFICATIONS:

2.1 The Contractor shall furnish all necessary labor, tools, equipment, transportation, supervision, and all effort necessary to perform tree services stated herein.

2.2 PALM TREE SERVICE:

The following palm tree service sites are for the Maricopa County Department of Transportation (MCDOT). These trees are located along roadways and will require traffic control when serviced. Palm tree services may be also requested by other County agencies:

2.2.1 Routine palm tree work will include, but not be limited to the following:

2.2.1.1 Trimming and peeling palm trees as required for appearance, visibility, and general growth.

2.2.1.2 Removing and disposal of all clippings, shrubbery, tree trimmings and debris.

2.2.2 MCDOT Roadway Locations:

Sun City - North of Grand Avenue:

- (a) Bell Road - 98th Avenue to Del Webb Boulevard
- (b) Bell Road - El Mirage Road to 131st Avenue
- (c) Del Webb Boulevard - Grand Avenue to Bell Road
(including southeast corner of Cameo and Del Webb Boulevard)
- (d) Lindgren Avenue - 99th Avenue to Conestoga Drive
- (e) Thunderbird Boulevard - Del Webb Boulevard to 99th Avenue (including east leg of intersection at 99th Avenue)
- (f) R.H. Johnson Boulevard - Bell Road to Grand Avenue
- (g) Del Webb Boulevard - Bell Road to 99th Avenue
- (h) Crown Ridge - Paracantha Drive to Spring Meadow Drive
- (i) Spring Meadow - Broken Arrow Drive to Crown Ridge
- (j) Crown Ridge - 135th Avenue to 133rd Drive
- (k) 135th Avenue - Meeker Boulevard to Terra Vista
- (l) 135th Avenue - Crown Ridge to Meeker Boulevard
- (m) Oxbow Drive - Broken Arrow Drive to Crown Ridge

- (n) Meeker Boulevard - R.H. Johnson Boulevard to Grand Avenue
- (o) Beardsley Road at El Mirage Road
- (p) Entrance to Sun City West - R.H. Johnson Boulevard at Bell Road

Sun City - South of Grand Avenue:

- (q) 107 Avenue & Mountain View - Grand Avenue to Olive Avenue
- (r) 111 Avenue - Alabama Avenue to Peoria Avenue
- (s) Alabama Avenue - 111 Avenue to 99 Avenue
- (t) Peoria Avenue - 111 Avenue to 99 Avenue

MCDOT/Flood Control, Durango Facility (Phoenix):

- (u) Durango Street, 29th Avenue to 27th Avenue

2.2.3 TRAFFIC CONTROL FOR MCDOT ROADWAY SITES:

2.2.3.1 Traffic control shall comply with the guidance contained in part VI of the Manual on Uniform Traffic Control Devices for Streets and Highways (USDOT Federal Highway Administration) latest edition, and the following special provisions.

2.2.3.2 Construction shall not commence without an “approved” Traffic Control Plan (TCP). At the time of the pre-job conference, the Contractor shall submit preliminary traffic control plans (TCP) for each phase of the work. The TCP shall show striping, signing, barricading and distances for all devices for all movements of traffic during each phase of construction. The Traffic Operations Division of MCDOT will review and approve the TCP(s) and notify the Contractor if any changes are required. All changes from the approved TCP shall be approved by the Engineer prior to those changes being implemented in the field, with the exception of emergency situations.

2.2.3.3 Work shall not begin until the TCP(s) have been approved for each phase of proposed work. With the exception of emergency situations a TCP will be required in advance of any change(s) that are necessary with regard to traffic flow.

2.2.3.4 It shall be the Contractor’s responsibility to provide, erect, maintain and remove all necessary signs, barricades, high level warning devices, lights, delineators, flag men, and other devices necessary to properly mark and control the proposed work area(s) for the safe and efficient movement of traffic. Temporary traffic control warning signs and devices shall be installed prior to the start of any work. The Contractor shall provide such other adequate devices or measures deemed necessary by the Engineer or his representative.

2.2.3.5 All temporary traffic control devices shall be ballast with sandbags or other approved methods when necessary or at the direction of the Engineer. The amount of sandbags used shall be enough to provide adequate safety for the traveling public.

2.2.3.6 Access to all properties for residents and emergency services shall be maintained at all times where possible. When local access cannot be maintained, the Contractor shall notify the property owner/resident ~~per §107.15~~ **COMMUNITY RELATIONS in accordance with Section 107.9 of the Maricopa Association of Governments Uniform Standard Specifications for**

Public Works Construction, latest edition. In no case shall the access be restricted for more than four (4) hours without prior approval. Access shall not be closed for fire stations, hospitals, sheriff/police stations and schools.

- 2.2.3.7 The Contractor shall maintain or relocate all existing signal indications, warning, regulatory and guide signs. They shall be kept erected, clean and in full view of the intended traffic at all times. Portable signs should be used to supplement blocked or removed signs. All unnecessary traffic control devices/signs, shall be covered or removed and stored when not in use.
- 2.2.3.8 The Contractor is responsible for all costs incurred in replacing lost or damaged traffic signs. The Traffic Operations Division of MCDOT will reset all disturbed signs to permanent locations when construction is completed.
- 2.2.3.9 Rope, flagging, fencing and woven plastic tape may be required at open excavations and/or used between barricades and channeling devices to provide additional guidance and security.
- 2.2.3.10 Contractor is required to take out a Highway Use Permit with the Maricopa County Department of Transportation (MCDOT) located at 2901 West Durango Street, Phoenix, Arizona 85009, prior to working within County right-of-way.

2.2.4 Other Types Trees And Services:

- 2.2.4.1 The Contractor shall be called to provide tree service for other types of trees, such as but not limited to bottle, mesquite, eucalyptus, palo verde, pine, elm, citrus, etc.
- 2.2.4.2 This service will entail providing trimming, treating, guying, removal, and new planting. Many mature trees ON County property are over thirty (30) feet in height and will require manlifts or other type of higher-than-ground-level equipment.

2.2.5 Contractor Requirements:

- 2.2.5.1 All work shall be done during normal business daylight hours, Monday through Friday, except emergencies and/or special work orders. The Contractor and the County representative(s) will mutually agree and adhere to a work schedule should a schedule be required by the County agency. ALL WORK MUST BE DONE AT A TIME AND IN A MANNER THAT WILL NOT INTERFERE WITH THE NORMAL WORK ACTIVITIES OF ANY FACILITY.

All services requested outside of normal business daylight hours shall be considered after hours (i.e., after business hours, weekends, or holidays).

- 2.2.5.2 Contractor shall respond on-site for service requests within 24 hrs. after being notified by the County. Requests made as an EMERGENCY shall require a response time within four (4) hours on-site.
- 2.2.5.3 The County desires, but does require, a certified arborist on staff at all times during the contract period.
- 2.2.5.4 All trimmings, cut branches, clippings, and debris shall be removed from County premises and taken to landfill the same day the service is provided.
- 2.2.5.5 All work is to be performed at the direction of the County agency.
- 2.2.5.6 All work performed by the Contractor shall be inspected by a County agency representative and the Contractor to ensure quality control and that proper methods are being used.

- 2.2.5.7 Contractor shall furnish personnel who are trained and qualified to perform as to the specifications of the contract; and supervisors who will be responsible for the performance of their personnel. All workers must be certified in the application of chemical usage, per regulations of the State of Arizona Structural Pest Control Commission.
- 2.2.5.8 The Contractor and his employees shall exercise safe industry work practices. All work shall be in compliance with appropriate OSHA, Federal, State, County, and all local municipal ordinances and regulations. All equipment of the Contractor shall be in good working condition and shall conform to required safety standards.
- 2.2.5.9 All work shall be done at a time and a manner that will not interfere with the normal work activities of the facilities or traffic.
- 2.2.5.10 The Contractor shall be responsible for any damage incurred to the facility, underground sprinkler systems, trees, shrubs, bushes, and/or any other permanent type fixture, resulting from his negligent use of the premises/roadways to fulfill contract terms
- 2.2.5.11 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and given one (1) day to correct the work. The County reserves the right to complete the work to its satisfaction and deduct the cost from any monies due the Contractor if the work is not corrected within the allotted time frame.
- 2.2.5.12 Contractor shall be responsible to procure all required licenses and permits when and where applicable. A Structural Pest Control Licensing Certificate, Category F, TURF AND ORNAMENTAL LICENSE, will be a requirement of this Contract. Proof of such must accompany bid package.
- 2.2.5.13 Contractor shall at all times furnish the proper equipment to perform tree services that is maintained and in good operating condition.
- 2.2.5.14 Contractor shall furnish personnel who are trained and qualified to perform as to the specifications; and supervisors who will be responsible for the performance of their personnel. Supervisors will make sufficient routine inspections to ensure that the specified work is being completed.

2.2.6 Project Work:

Project work shall mean work performed as all inclusive and not as Time and Materials. The County agency will inform the Contractor if work is to be performed as either T&M or project driven. If project driven, the contractors assigned to this contract (if multiple award) shall be provided a request for project quote with a detailed Scope of Work. The Contractor must visit the site to evaluate an accurate quote. As such, a project quote shall then be submitted to the County agency. Taxes, if any, will be built into the total cost and not as a line item. The County agency will review the quote and a determination made if it is fair and reasonable. If fair and reasonable, the Contractor shall be notified verbally and in writing, to proceed. If determined not to be fair and reasonable, the Contractor will be notified and must provide documentation as to how the quote was derived, or submittal of a revised quote. The County reserves the right to obtain project quotes from the open market to make comparisons.

Contractors submitting a project quote, must contain: The contract serial number; Name and address of site; Labor and materials combined cost; Grand total. The project bid shall be all-inclusive, that is any cost overrides to be absorbed by the Contractor, or cost underides to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project

must be in writing, and approved by the County prior to any authorization to proceed. If multiple award, ALL contractors are to have an opportunity to bid on project work and the County user agencies MUST ensure all contractors of record receive a project quote

2.2.7 Time and Materials Work:

This contract may also be used for time and materials work (as directed by the County agency) and priced per hour and as bid in the pricing section. If multiple award, each bidder shall be ranked in the pricing section as first call, second call, third call, and so on.

The lowest hourly bid shall be the first contractor called to perform T&M work. Taxes, if any, will apply to commodities purchased by the County and not labor.

2.2.8 All work (either project or T&M) must be so delineated as such on Contractor's invoicing.

2.2.9 Invoicing:

Invoices must be billed to the County agency making the request.

Contractor is warned that a purchase order number must be obtained from the requesting agency prior to commencement of work.

All invoicing for project work MUST include:

Purchase order number;
Terms as bid;
Contract serial number;
Job site name and address;
Description of work performed;
Delineated as "PROJECT WORK",
Project quote price with attached letter of authorization to proceed from the County,
Grand total of invoice.

Invoicing for T&M work must include:

Purchase order number,
Terms as bid,
Contract serial number,
Job site name and address,
Description of work performed,
Number of labor hours, hourly rate, extended labor total,
Delineated a "T&M WORK",
Itemized materials pricing (if applicable),
Tax on materials,
Grand total.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.2.10 Tax:

No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a THREE (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of TWO (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE

3.3.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.4 INSURANCE REQUIREMENTS

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally

accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.4.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

3.4.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.4.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.5 CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.6 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.7 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.8 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.9 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Bidders without this capability maybe considered non-responsive and not eligible for award consideration.

3.10 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

3.11 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

Purchase Card Clarification.

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.12 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, SENIOR PROCUREMENT SPECIALIST – (602) 506-3450

Technical Telephone inquiries shall be addressed to:

STEVE VARASACK, FMD (602) 506-3450

KEVIN KOTTMER, MCDOT (602) 506-4885

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.13 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON JUNE 6, 2000 AT 9:00AM AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 W. JEFFERSON ST., PHOENIX, AZ 85003

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency (ies) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.20 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.21 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.22 DELIVERY:

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.23 PRICE REDUCTIONS:

By submitting a bid in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.23.1 Cancel the Contract, if it is currently in effect.

4.23.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.23.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.24 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.25 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

4.26 PROCUREMENT CARD CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities maybe considered non-responsive and not eligible for award consideration.

FORTIS LANDCARE INC., PO BOX 20465, PHOENIX, AZ 85036-0465
TREES PLUS, PO BOX 20465, PHOENIX AZ 85036-0465

6.0 PRICING: S007803 / B0601730

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES _____ NO

ACCEPT PROCUREMENT CARD: X YES _____ NO

INTERNET ORDERING CAPABILITY: X YES _____ NO _____

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: _____ YES X NO

6.4 OTHER SERVICES AND FEES

			YEAR 1	YEAR 2	YEAR 3
6.4.1	Landscape labor per man hour	(PER HOUR)	<u>\$17.00</u>	<u>\$18.00</u>	<u>\$19.00</u>
6.4.2	Irrigation labor per man hour	(PER HOUR)	<u>\$25.00</u>	<u>\$26.00</u>	<u>\$27.00</u>
6.4.3	Skinning Washingtonia Filifera	(PER FOOT)	<u>\$7.00</u>	<u>\$7.00</u>	<u>\$7.50</u>
6.4.4	Skinning Washingtonia Robusta	(PER FOOT)	<u>\$6.00</u>	<u>\$6.00</u>	<u>\$6.00</u>

6.5 OTHER THAN PALM TREES

			NORMAL HOURS YEAR 1	AFTER HOURS YEAR 1	NORMAL HOURS YEAR 2	AFTER HOURS YEAR 2	NORMAL HOURS YEAR 3	AFTER HOURS YEAR 3
6.5.1	Labor, tree trimming, pruning (Includes all equipment and disposal)	(PER HOUR)	<u>\$30.00/hr</u>	<u>\$50.00/hr</u>	<u>\$30.00/hr</u>	<u>\$50.00/hr</u>	<u>\$30.00/hr</u>	<u>\$50.00/hr</u>
6.5.2	Labor, tree removal (Includes stump grinding and disposal)	(PER HOUR)	<u>\$30.00/hr</u>	<u>\$50.00/hr</u>	<u>\$30.00/hr</u>	<u>\$50.00/hr</u>	<u>\$30.00/hr</u>	<u>\$50.00/hr</u>
6.5.3	Labor, tree staking, restaking, guying, up to 4" diameter	(PER HOUR)	<u>\$30.00/hr</u>	<u>\$50.00/hr</u>	<u>\$30.00/hr</u>	<u>\$50.00/hr</u>	<u>\$30.00/hr</u>	<u>\$50.00/hr</u>

FORTIS LANDCARE INC., PO BOX 20465, PHOENIX, AZ 85036-0465

TREES PLUS, PO BOX 20465, PHOENIX, AZ 85036-0465

6.6 **SERVICES DURING BUSINESS HOURS ONLY**

			<u>NORMAL HOURS</u>	<u>AFTER HOURS</u>	<u>NORMAL HOURS</u>	<u>AFTER HOURS</u>	<u>NORMAL HOURS</u>	<u>AFTER HOURS</u>
			<u>YEAR 1</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 3</u>
6.6.1	Technical information expertise (may include soil analysis, reports)	(PER HOUR)	<u>\$15.00/hr</u>	<u>\$25.00/hr</u>	<u>\$15.00/hr</u>	<u>\$25.00/hr</u>	<u>\$15.00/hr</u>	<u>\$25.00</u>
6.6.2	Labor; treatment, disease control, apply chemical, reestablish health	(PER HOUR)	<u>\$25.00/hr</u>	<u>\$35.00/hr</u>	<u>\$25.00/hr</u>	<u>\$35.00/hr</u>	<u>\$25.00/hr</u>	<u>\$35.00/hr</u>
6.6.3	Labor, for tree services requested outside the scope of this contract	(PER HOUR)	<u>\$30.00/hr</u>	<u>\$50.00/hr</u>	<u>\$30.00/hr</u>	<u>\$50.00/hr</u>	<u>\$30.00/hr</u>	<u>\$50.00/hr</u>

6.7 **SUPPLIES, MATERIALS, CHEMICALS**

Cost, Plus 20%

Terms: 2% 10, Net 30

Vendor Number: ~~860586117~~ **860755924**

Federal Tax ID Number: ~~86-0586117~~ **86-0755924**

Telephone Number: ~~(602) 825-7971-570-6818~~ **602/433-0808**

Fax Number: ~~(602) 254-9521~~ **602/254-9521**

Contact Person (REP): Steven J. Meisenheimer

E-mail sjm@fortislandcard.com

Company Web-Site www.fortislandcare.com

Contract Period: To cover the period ending July 31, 2003.

TURNERS LANDSCAPE MANAGEMENT, PO BOX 5235, PHOENIX AZ 85010

6.0 PRICING: S007803 / B0601730

COMPANY WEB SITE:	<u>None</u>
COMPANY CONTACT	<u>Dave Turner</u>
E-MAIL ADDRESS	<u>None</u>

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES __X__ NO

ACCEPT PROCUREMENT CARD: ____ YES __X__ NO

INTERNET ORDERING CAPABILITY: ____ YES __X__ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: __X__ YES ____ NO

Pricing, per specifications, tree services:

ITEM DESCRIPTION	ADDRESS	APPROXIMATE QUANTITY	YEAR 1 UNIT PRICE	YEAR 1 EXT. PRICE	YEAR 2 UNIT PRICE	YEAR 2 EXT. PRICE	YEAR 3 UNIT PRICE	YEAR 3 EXT. PRICE
PALM TREE SERVICE:								
6.1 <u>NORTH OF GRAND AVENUE</u>								
6.1.1	Bell Road - 98th Avenue to Dell Webb Boulevard	14	<u>\$29.00</u>	<u>\$406.00</u>	<u>\$31.00</u>	<u>\$434.00</u>	<u>\$33.00</u>	<u>\$462.00</u>
6.1.2	Bell Road - El Mirage Road to 131st Avenue	101	<u>\$29.00</u>	<u>\$2,929.00</u>	<u>\$31.00</u>	<u>\$3,131.00</u>	<u>\$33.00</u>	<u>\$3,333.00</u>
6.1.3	Del Webb Boulevard - Grand Avenue to Bell Road (including Southeast Corner of Cameo and Del Webb Boulevard)	109	<u>\$29.00</u>	<u>\$3,161.00</u>	<u>\$31.00</u>	<u>\$3,379.00</u>	<u>\$33.00</u>	<u>\$3,597.00</u>
6.1.4	Lindgren Avenue - 99th Avenue to Conestoga Drive	5	<u>\$29.00</u>	<u>\$145.00</u>	<u>\$31.00</u>	<u>\$155.00</u>	<u>\$33.00</u>	<u>\$165.00</u>
6.1.5	Thunder Bird Boulevard - Bell to 99th Avenue, including east leg of intersection at 99th Ave	48	<u>\$29.00</u>	<u>\$1,392.00</u>	<u>\$31.00</u>	<u>\$1,488.00</u>	<u>\$33.00</u>	<u>\$1,584.00</u>
6.1.6	R.H. Johnson Boulevard - Bell Road to Grand River	175	<u>\$29.00</u>	<u>\$5,075.00</u>	<u>\$31.00</u>	<u>\$5,425.00</u>	<u>\$33.00</u>	<u>\$5,775.00</u>
6.1.7	Dell Webb Boulevard - Bell Road to 99th Avenue	54	<u>\$29.00</u>	<u>\$1,566.00</u>	<u>\$31.00</u>	<u>\$1,674.00</u>	<u>\$33.00</u>	<u>\$1,782.00</u>

TURNERS LANDSCAPE MANAGEMENT, PO BOX 5235, PHOENIX AZ 85010

ITEM DESCRIPTION	ADDRESS	APPROXIMATE QUANTITY	YEAR 1 UNIT PRICE	YEAR 1 EXT. PRICE	YEAR 2 UNIT PRICE	YEAR 2 EXT. PRICE	YEAR 3 UNIT PRICE	YEAR 3 EXT. PRICE
6.1.8	Crown Ridge - Paracantha to Spring Meadow Drive							
	6.1.8.1 Palm	10	<u>\$29.00</u>	<u>\$290.00</u>	<u>\$31.00</u>	<u>\$310.00</u>	<u>\$33.00</u>	<u>\$330.00</u>
	6.1.8.2 Queen	9	<u>\$15.00</u>	<u>\$135.00</u>	<u>\$16.50</u>	<u>\$148.50</u>	<u>\$18.00</u>	<u>\$162.00</u>
6.1.9	Spring Meadow - Broken Arrow Drive to Crown Ridge							
	6.1.9.1 Palm	8	<u>\$29.00</u>	<u>\$232.00</u>	<u>\$31.00</u>	<u>\$248.00</u>	<u>\$33.00</u>	<u>\$264.00</u>
	6.1.9.2 Queen	7	<u>\$15.00</u>	<u>\$105.00</u>	<u>\$16.50</u>	<u>\$115.50</u>	<u>\$18.00</u>	<u>\$126.00</u>
6.1.10	Crown Ridge - 135th Avenue to 133rd Drive	16	<u>\$29.00</u>	<u>\$464.00</u>	<u>\$31.00</u>	<u>\$496.00</u>	<u>\$33.00</u>	<u>\$528.00</u>
6.1.11	135th Avenue - Meeker Boulevard to Terra Vista	16	<u>\$29.00</u>	<u>\$464.00</u>	<u>\$31.00</u>	<u>\$496.00</u>	<u>\$33.00</u>	<u>\$528.00</u>
6.1.12	135th Avenue - Crown Ridge to Meeker Boulevard	16	<u>\$29.00</u>	<u>\$464.00</u>	<u>\$31.00</u>	<u>\$496.00</u>	<u>\$33.00</u>	<u>\$528.00</u>
6.1.13	Oxbow Drive - Broken Arrow Drive to Crown Ridge	10	<u>\$29.00</u>	<u>\$290.00</u>	<u>\$31.00</u>	<u>\$310.00</u>	<u>\$33.00</u>	<u>\$330.00</u>
6.1.14	Meeker Blvd. - R.H. Johnson Boulevard to Grand Avenue	45	<u>\$29.00</u>	<u>\$1,305.00</u>	<u>\$31.00</u>	<u>\$1,395.00</u>	<u>\$33.00</u>	<u>\$1,485.00</u>
6.1.15	Beardsley Road at El Mirage Road (Date)	45	<u>\$40.00</u>	<u>\$1,800.00</u>	<u>\$42.50</u>	<u>\$1,912.50</u>	<u>\$45.00</u>	<u>\$2,025.00</u>
6.1.16	Entrance to Sun City West - R.H. Johnson Boulevard at Bell Road (Date)	33	<u>\$40.00</u>	<u>\$1,320.00</u>	<u>\$42.50</u>	<u>\$1,402.50</u>	<u>\$45.00</u>	<u>\$1,485.00</u>
6.2	<u>SOUTH OF GRAND AVENUE</u>							
	6.2.1 107th Ave. & Mountain View - Grand Avenue to Olive Avenue							
	6.2.1.1 Palm	58	<u>\$29.00</u>	<u>\$1,682.00</u>	<u>\$31.00</u>	<u>\$1,798.00</u>	<u>\$33.00</u>	<u>\$1,914.00</u>
	6.2.1.2 Queen	83	<u>\$15.00</u>	<u>\$1,245.00</u>	<u>\$16.50</u>	<u>\$1,369.50</u>	<u>\$18.00</u>	<u>\$1,494.00</u>

TURNERS LANDSCAPE MANAGEMENT, PO BOX 5235, PHOENIX AZ 85010

ITEM DESCRIPTION	ADDRESS	APPROXIMATE QUANTITY	YEAR 1 UNIT PRICE	YEAR 1 EXT. PRICE	YEAR 2 UNIT PRICE	YEAR 2 EXT. PRICE	YEAR 3 UNIT PRICE	YEAR 3 EXT. PRICE
6.2.2	111th Avenue - Alabama Avenue to Peoria Avenue							
6.2.2.1	Palm	12	<u>\$29.00</u>	<u>\$348.00</u>	<u>\$31.00</u>	<u>\$372.00</u>	<u>\$33.00</u>	<u>\$396.00</u>
6.2.2.2	Date	17	<u>\$40.00</u>	<u>\$680.00</u>	<u>\$42.50</u>	<u>\$722.50</u>	<u>\$45.00</u>	<u>\$765.00</u>
6.2.3	Alabama Avenue - 111th Avenue to 99th Avenue							
6.2.3.1	Palm	12	<u>\$29.00</u>	<u>\$348.00</u>	<u>\$31.00</u>	<u>\$372.00</u>	<u>\$33.00</u>	<u>\$396.00</u>
6.2.3.2	Queen	17	<u>\$15.00</u>	<u>\$255.00</u>	<u>\$16.50</u>	<u>\$280.50</u>	<u>\$18.00</u>	<u>\$306.00</u>
6.2.4	Peoria Avenue - 111th Avenue to 99th Avenue							
6.2.4.1	Palm	7	<u>\$29.00</u>	<u>\$203.00</u>	<u>\$31.00</u>	<u>\$217.00</u>	<u>\$33.00</u>	<u>\$231.00</u>
6.2.4.2	Queen	37	<u>\$15.00</u>	<u>\$555.00</u>	<u>\$16.50</u>	<u>\$610.50</u>	<u>\$18.00</u>	<u>\$666.00</u>
6.3	<u>DURANGO FACILITY</u>							
6.3.1	27th Avenue -- 29 Ave. to Durango Street							
6.3.1.1	Palm	51	<u>\$29.00</u>	<u>\$1,479.00</u>	<u>\$31.00</u>	<u>\$1,581.00</u>	<u>\$33.00</u>	<u>\$1,683.00</u>
6.3.1.2	Queen	4	<u>\$15.00</u>	<u>\$60.00</u>	<u>\$16.50</u>	<u>\$66.00</u>	<u>\$18.00</u>	<u>\$72.00</u>
6.4	<u>OTHER SERVICES AND FEES</u>							
6.4.1	Landscape labor per man hour		YEAR 1 (PER HOUR)		YEAR 1 <u>\$ 18.00</u>	YEAR 2 <u>\$ 19.00</u>	YEAR 3 <u>\$ 2.00</u>	
6.4.2	Irrigation labor per man hour		(PER HOUR)		<u>\$ 32.50</u>	<u>\$ 35.00</u>	<u>\$ 40.00</u>	
6.4.3	Skinning Washingtonia Filitere		(PER FOOT HOUR)		<u>\$ 8.00</u>	<u>\$ 8.50</u>	<u>\$ 9.00</u>	
6.4.4	Skinning Washingtonia Robusta		(PER FOOT HOUR)		<u>\$ 5.00</u>	<u>\$ 5.50</u>	<u>\$ 6.00</u>	
6.4.5	Palm tree service for other varieties not listed		(PER FOOT HOUR)		<u>\$ 7.00</u>	<u>\$ 7.50</u>	<u>\$ 8.00</u>	

TURNERS LANDSCAPE MANAGEMENT, PO BOX 5235, PHOENIX AZ 85010

6.6	<u>SERVICES DURING BUSINESS HOURS ONLY</u>		<u>NORMAL HOURS</u>	<u>AFTER HOURS</u>	<u>NORMAL HOURS</u>	<u>AFTER HOURS</u>	<u>NORMAL HOURS</u>	<u>AFTER HOURS</u>
			<u>YEAR 1</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 3</u>
6.6.1	Technical information expertise (may include soil analysis, reports)	(PER HOUR)	<u>\$ 50.00 HR</u>	<u>\$ 75.00 HR</u>	<u>\$ 55.00 HR</u>	<u>\$ 82.50 HR</u>	<u>\$ 60.00 HR</u>	<u>\$ 90.00 HR</u>
6.6.2	Labor: treatment, disease control apply chemical, reestablish health.	(PER HOUR)	<u>\$ 40.00 HR</u>	<u>\$ 60.00 HR</u>	<u>\$ 45.00 HR</u>	<u>\$ 67.50 HR</u>	<u>\$ 50.00 HR</u>	<u>\$ 75.00 HR</u>
6.6.3	Labor, for tree services requested	(PER HOUR)	<u>\$39.50 HR</u>	<u>\$ 59.25 HR</u>	<u>\$ 43.00 HR</u>	<u>\$ 64.50 HR</u>	<u>\$ 45.00 HR</u>	<u>\$ 67.50 HR</u>
6.6.4	outside the scope of this contract.							
6.7	<u>SUPPLIES, MATERIALS, CHEMICALS</u>	COST, PLUS	<u>30%</u>					

Terms: Net 15

Vendor Number: 860429971

Federal Tax ID Number: 86-0429971

Telephone Number: (602) 273-6009

Fax Number: (602) 267-8045

Contract Person: **DAVE TURNER**

Contract Period: To cover the period ending July 31, 2003.